

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

TRACEY TILKINS, as Administrator of Estate
of RODNEY TILKINS,

Plaintiff,

v.

Civil Action No. 5:19-CV-31
(GTS/TWD)

UNITED STATES OF AMERICA,

Defendant.

**STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF
FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677**

It is hereby stipulated by and between the undersigned plaintiff (meaning any persons other than the defendant signing this agreement, whether or not a party to this civil action), and the United States of America, by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Settlement Agreement.

2. The United States of America, defendant, agrees to pay to the plaintiff, Tracey Tilkens, as Administrator of Estate of Rodney Tilkens, the sum of ONE HUNDRED FORTY-FIVE THOUSAND THREE HUNDRED NINETY NINE DOLLARS AND TWENTY ONE CENTS (\$145,399.21), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of, any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the same subject matter

that gave rise to the above-captioned lawsuit, including any claims for wrongful death, for which plaintiff or her heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

3. This Stipulation For Compromise Settlement And Release is not, in any way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and it is specifically denied that they are liable to the plaintiff. This settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

4. Plaintiff and her heirs, executors, administrators, or assigns, hereby agree to accept the sum of ONE HUNDRED FORTY-FIVE THOUSAND THREE HUNDRED NINETY NINE DOLLARS AND TWENTY ONE CENTS (\$145,399.21) in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which she may have or hereafter acquire against the United States of America, its agents, servants and employees on account of the same subject matter that gave rise to the above-captioned lawsuit, including any claim for wrongful death. Plaintiff and her heirs, executors, administrators or assigns hereby further agree to indemnify and hold harmless the United States of America, its agents, servants and employees from any and all such causes of action, claims, liens, rights or subrogated or contribution interest incident to or resulting from further litigation or the prosecution of claims by the plaintiff or her

heirs, executors, administrators or assigns against any third-party or against the United States, including claims for wrongful death.

5. Plaintiff stipulates and agrees that she is legally responsible for any and all past, present, and future liens and past, present, and future claims for payment or reimbursement, including any past, present, and future liens or claims for payment or reimbursement by any individual or entity, including an insurance company, Medicaid, and Medicare, arising from the injuries that are the subject matter of this action. Plaintiff stipulates and agrees that she will satisfy or resolve any and all such past, present, and future liens or claims for payment or reimbursement asserted by any such individual or entity. Plaintiff and her attorneys represent that, as of the date they sign this Stipulation, they have made a diligent search and effort to determine the identity of any individual or entity that has or may have a lien or a claim for payment or reimbursement arising from the injuries that are the subject matter of this action. Plaintiff agrees that, no later than thirty (30) days from the date any past, present, or future lien or claim for payment or reimbursement is paid or resolved by plaintiff, they will provide to the United States evidence that said lien or claim has been satisfied or resolved and that said lienholder or plaintiff has waived and released such lien or claim. The evidence required by the terms of this paragraph may be satisfied by a letter from plaintiff's attorney representing to counsel for the United States that such lien or claim has been satisfied or resolved and that the lienholder or plaintiff has waived and released such lien and claim.

6. It is also agreed, by and among the parties, that the settlement sum of ONE HUNDRED FORTY-FIVE THOUSAND THREE HUNDRED NINETY NINE DOLLARS AND TWENTY ONE CENTS (\$145,399.21) represents the entire amount of the compromise settlement

and that the respective parties will each bear their own costs, fees, and expenses and that any attorney's fees owed by the plaintiff will be paid out of the settlement amount and not in addition thereto.

7. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorneys' fees for services rendered shall not exceed 25 per centum of the settlement amount.

8. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement. By their signatures hereon, plaintiff, and counsel for plaintiff, certify that Tracey Tilkins is neither an infant nor incompetent person for whom a guardian has been appointed.

9. Payment of the settlement amount of ONE HUNDRED FORTY-FIVE THOUSAND THREE HUNDRED NINETY NINE DOLLARS AND TWENTY ONE CENTS (\$145,399.21) will be made by electronic funds transfer ("EFT") as per the information provided and verified by counsel for plaintiff. Plaintiff's attorney agrees to distribute the settlement proceeds to Tracey Tilkins, and to obtain a dismissal of the above-captioned action with prejudice, with each party bearing its own fees, costs, and expenses.

10. Payment of the settlement amount of ONE HUNDRED FORTY-FIVE THOUSAND THREE HUNDRED NINETY NINE DOLLARS AND TWENTY ONE CENTS (\$145,399.21) will be made electronically to Stanley Law Offices' Attorney Trust Account, attorney for the plaintiff.


11. In consideration of the payment ONE HUNDRED FORTY-FIVE THOUSAND THREE HUNDRED NINETY NINE DOLLARS AND TWENTY ONE CENTS (\$145,399.21)

as set forth above, plaintiff agrees that she will execute and file, with the Court, such documents as shall be necessary to cause the above-styled action to be dismissed with prejudice from the docket of the Court.

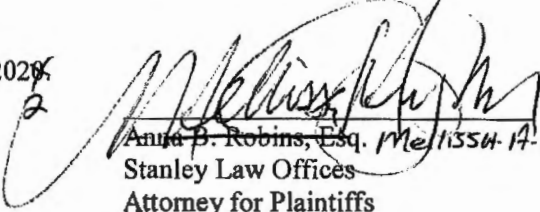
12. The parties agree that this Stipulation For Compromise Settlement, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the plaintiff expressly consents to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

13. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

Executed this 29th day of March, 2022


Tracey Tilkins, as Administrator of
Estate of Rodney Tilkins

Executed this 29th day of March, 2022


Anna P. Robins, Esq. Melissa A. Murphy, Esq.
Stanley Law Offices
Attorney for Plaintiffs
215 Burnet Avenue
Syracuse, New York 13203

Executed this 31st day of Mar., 2022.

Carla B. Freedman

~~ANTONETTE T. BACON~~

~~Acting~~ United States Attorney, N.D.N.Y.

100 South Clinton Street

Syracuse, New York 13261-7198

Carl G. Eurenus

Carl G. Eurenus

Assistant United States Attorney

Attorney for Defendant

Bar Roll No. 511746

SO ORDERED:

Dated: March 31, 2022

Glenn T. Suddaby
Hon. Glenn T. Suddaby
Chief U.S. District Judge